

ADOT Agreement File No.: JPA 04-045
AMENDMENT No. 1
A.G. Contract No.: KR04-0531TRN
Project: SR 260-Corridor Improvement
Section: Cottonwood to I-17/Camp Verde
TRACS No.: H3868 02
Budget Source Item #:

**AMENDMENT No. 1
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COUNTY, ARIZONA

AMENDMENT No. 1. JPA 04-105 is entered into this date of 29th November 2006, Attorney General No. KR04-0531TRN, Original Agreement filed with the Secretary of State, August 3rd 2004, file No. 26998, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and YAVAPAI COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

**THE PARTIES HERETO AGREE TO AMEND THE FOLLOWING LANGUAGE TO AGREEMENT
04-045:**

Recital 3 shall be deleted and replaced with the following language:

3. The design of the widening and realignment of SR 260 goes from milepost (MP) 208.6 at Western Drive in Cottonwood to MP 211.17 at Thousand Trails Road. The current ADOT estimate for total construction of this corridor improvement is \$25,000,000. Safety improvements have been identified to be constructed on the balance of SR 260 between MP 211.17 and MP 218.23. The current ADOT estimate for these safety improvements is \$7,250,000. The State and the County have an interest in having SR 260 constructed as soon as can be made possible. The State has considered entering into this Agreement in part because it has 95% of the design completed and has an access management study in place but does not have funding immediately available. The State will make as a priority consideration to program funds in future five-year construction programs as provided below. The County will provide the funds necessary to move these Projects forward in accordance with Arizona Revised Statutes Section 28-7677. The State needs to acquire right of way, relocate utilities, and make design adjustments prior to construction. These improvements are planned to be constructed in two (2) construction Projects as described on Page 2 of this Agreement as follows:

NO. 26998
Filed with the Secretary of State
Date Filed: 11/29/06
Janice K. Shivers
Secretary of State
By: [Signature]

A, B, C, and D shall be deleted and replaced with the following language:

A. PROJECT 1: Construct Western Drive to Ogden Ranch Road – Widen existing two-lane roadway to five lanes (MP 208.6 to MP 209.8); and Ogden Ranch Road to Thousand Trails Road – Construct new westbound roadway (MP 209.8 to MP 211.17). The current ADOT estimate for the construction of this section is \$25,000.000.

B. PROJECT 2: Safety improvements between MP 211.17 and MP 218.23 as follows:

- A passing lane, in both directions, in the Hayfield Draw area.
- Realigned and signalized Cherry Road intersection with frontage roads, signalization will occur when warranted.
- Flatten road slope in the Newton Lane area.
- Re-align the Horseshoe Bend Drive intersection.
- Flatten road slope between Horseshoe Bend Drive and Park Verde Drive.
- Widen shoulder at Park Verde Drive
- Add turning lanes at Dickison Circle

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

The County shall:

A, B, C, and D shall be deleted and replaced with the following language:

A. Advance the sum of \$25,000,000.00 more or less, depending on the costs of Project 1 described above, using funds obtained from loans, bonds or other funding mechanisms of the County's choosing and shall repay such loans, bonds, or other funding mechanisms. (See Exhibit "A" for an example of the funding schedule). The parties acknowledge that the County's duties in this regard are subject to funding being approved by the Board of Supervisors and the County's obtaining suitable bonds, loans, or other means of financing.

B. Pay the State \$2,000,000.00 as a permanent contribution to Project 2 upon the State's award of the bid to begin construction and also advance any additional funds necessary to complete Project 2 that are not covered by the \$5,250,000.00 in State funding.

C. Make four (4) equal payments to the State for Project 1. The first payment when construction begins; the second payment at 25% completion; the third payment at 50% completion; the final payment at 75% completion of Project 1.

D. In addition to above, the County shall pay all the costs for amount of funds borrowed for this Project (See Exhibit "A" for an estimated of these costs).

The State shall make as a priority consideration to:

A, B, C, and D shall be deleted and replaced with the following language:

A. Program in the 5-year program \$5,250,000.00 for Project 2 in FY 07/08.

B. Program funding for Project 1 of \$11,000,000.00 into FY 09/10 of the 5-year program.

C. Program funding for Project 1 of \$11,200,000.00 into FY 10/11 of the 5-year program.

D. Program funding for Project 1 of \$2,800,000.00 into FY 11/12 of the 5-year program.

E. Repay the County within the 60-month loan period allowed by Arizona Revised Statutes Section 28-7677.

EXCEPT AS AMENDED HEREIN, all other terms and conditions of the original Agreement shall remain in force and effect.

All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

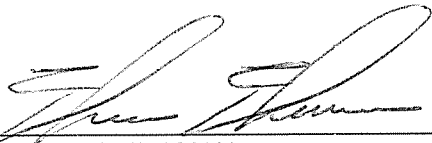
Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007
(602) 712-7525

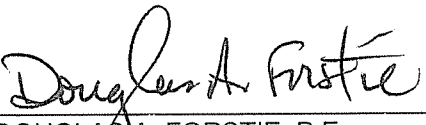
Yavapai County
Public Works Office
1015 Fair Street
Prescott, AZ 86305
(928) 771-3183

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

YAVAPAI COUNTY

STATE OF ARIZONA
Department of Transportation

By 
THOMAS THURMAN
Chairman of the Board of Supervisors

By 
DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

ATTEST:

By 
BEV STADDON
Clerk of the Board

EXHIBIT A

Fiscal Year	County Loan to the State	County Contribution to Project 2	Interest Rate Estimate
FY 2006/07	\$ 6,250,000.00		4.0%
FY 2007/08	\$18,750,000.00	\$ 2,000,000.00	
Total	\$25,000,000.00	\$ 2,000,000.00	

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY)
) ss.
ARIZONA)

Bev Staddon, having been first duly sworn, deposes and says:


I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: October 2, 2006.

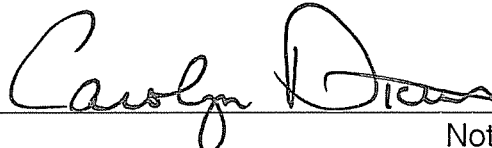
The entry in the said minutes:

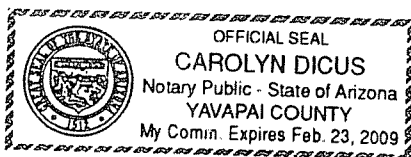
Consider approval of an Intergovernmental Agreement with the State of Arizona for State Route 260 Corridor Improvement Project, Cottonwood area, at an approximate cost of \$5 million to be paid from Regional Road fund. Phil Bourdon, Public Works Director. ADOT Prescott District Engineer Dallas Hammitt participated in discussion assuring the Board that ADOT had money designated for this project. Approved by unanimous vote. Motion by Supervisor Davis, second by Supervisor Springer. No comments from the public.


Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me October 16, 2006.

My Commission Expires:

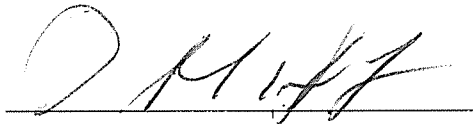

Notary Public




APPROVAL OF THE ATTORNEY

I have reviewed the above-referenced Intergovernmental Agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the COUNTY OF YAVAPAI, an agreement among public agencies which has been reviewed pursuant to A.R.S. Sections 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the COUNTY OF YAVAPAI under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 27th day of October, 2006.

A handwritten signature in black ink, appearing to read "D. M. Huff", is written over a horizontal line.

County Attorney

<p>TERRY GODDARD Attorney General</p>	<div data-bbox="743 105 933 294"></div> <p>OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Direct Line: 602.542.8837</p>
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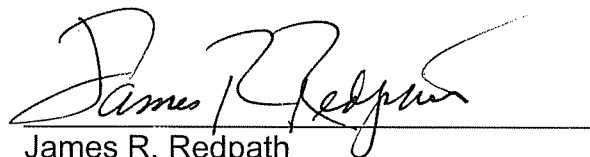
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR04-0531-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

Date: 21 November 2006

Terry Goddard
ATTORNEY GENERAL



James R. Redpath
Assistant Attorney General
Transportation Section

JRR:djd:936111